

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

FILED

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CLERK OF COURTS Cuyahoga County	
Per	Deputy

JOHN C. HUNTER

27712 Westchester Parkway, Unit A
Westlake, Ohio 44145

CASE NO.

Plaintiff

v.

CUYAHOGA COUNTY

c/o Edward FitzGerald, County Executive
Cuyahoga County Administration Building
1219 Ontario Avenue
Cleveland, OH 44113

And

PLAIN DEALER PUBLISHING CO.

Db a The Plain Dealer
c/o Statutory Agent
CSC-Lawyers Incorporating Service
50 West Broad Street
Suite 1800
Columbus, Ohio 43215

Defendants

WINDOW 4
CLERK OF COURTS
CUYAHOGA COUNTY

JUDGE

Complaint

DEENA R CALABRESE
CV 13 813786

COMPLAINT

Now comes Plaintiff John C. Hunter, and for his Claims for Relief against
the Defendants, avers, alleges and states as follows:

JURISDICTION AND VENUE

1) Plaintiff John Hunter is an individual resident of Cuyahoga County, who was at all times relevant, a classified employee in the Civil Service of Defendant Cuyahoga County, Ohio.

2) The Defendant is a body politic, capable of being sued. O.R.C. Section 301.22. The County was Plaintiff's employer, and the claims brought herein, except where otherwise stated, arise out of Plaintiff's employment with the County. By statute, the County has no sovereign immunity from such employment claims.

3) Defendant Plain Dealer Publishing Co. is an Ohio corporation, which at all relevant times published The Plain Dealer newspaper, and also published certain content online on www.cleveland.com, including the defamatory publication concerning John Hunter in question. The online publication is still being published around the clock.

4) The relevant conduct occurred almost entirely within Cuyahoga County.

5) Plaintiff's claims include claims over which no civil service commission or board has jurisdiction.

FACTS COMMON TO ALL CLAIMS

6) In 1994, at age 27, Plaintiff began working for the County. He is a college graduate, with an IMBA in Business. He is a specialist in information systems, business process engineering, and strategic planning. He is a father and family man who is active in the community and charitable endeavors, but has been ruined by the Defendants' false and defamatory accusations that he is a corrupt "reprobate" who managed to personally steer, and individually approve, a computer services contract to a vendor who paid for his

hotel and meals, and was under criminal investigation. The Contract at issue was not personally approved by Plaintiff, but reviewed and approved by the County Executive, the County Council, the Office of Procurement, Prosecutor's office and the Law Department.

7) In 2009, he was Manager of Network Engineering in the County's Information Services Center ("ISC"). In August, 2010, he was promoted to Director of Information Services, a.k.a. the Chief Information Officer ("CIO") for the County, as a Temporary Working Level ("TWL"). At all times, he continued to be a Classified Employee.

8) At the time, all purchases of computers, networks, and information technology needed to be approved by the ADP Board, whose members consisted of representatives from the County Commissioners, the Auditor, the Treasurer, the Recorder, Sheriff, Clerk of Courts, Court of Common Pleas and two Members of the Board of Elections. The ADP met approximately every two weeks.

9) In the final months of 2010, Plaintiff was, as acting CIO, extremely busy. The Clerk of Courts and Common Pleas Court were upgrading nearly 900 personal computers, and the new Juvenile Justice Center was three months away from opening. The County Transition Team was concluding its report on a road map for changes that should be implemented in the new form of government with input from Business Leaders, The Public, and Government officials. The CIO/SVP of Eaton Corporation and Mr. Hunter co-chaired the IT transition report defining the changes to modify IT under the new government structure. This plan was further reviewed for its content and initiatives by a group of top level IT executives from Deloitte Touche, Parker-Hannifin,

and other major enterprises, who concluded the document was a good and realistic plan to bring about cost savings, reform and standardization and bolster County IT.

10) In Late November of 2010, the Administrative Judge The Honorable Thomas O'Malley asked the parties involved in the development of the Juvenile Justice Center to a meeting, where it was realized they had not developed any specifications for Information Systems/Information Technology for the new Center. The Plaintiff found himself charged with creating a team with the task of developing such specifications, preparing a bid package, advertising bids, reviewing bids, selecting a contractor, negotiating terms with that contractor, and going through the formal contract approval process, in less than 90 days. This was impossible, and pursuing this course would have prevented the \$10 million plus Juvenile Justice Center ("JJC") from opening as scheduled in March of 2011, which would in turn have precipitated chaos in the Juvenile Court, especially since notices for Court appearances had been distributed with the Juvenile Justice Center's new address.

11) Plaintiff and his team developed and wrote the detailed specifications necessary for the new Justice Center, including blade servers, SAN storage, new personal computers, printers, networking equipment, etc.

12) Plaintiff presented specifications for technology to the ADP Board, as required, and they were approved.

13) In light of the absolute necessity to purchase and install equipment within 90 days, Plaintiff recommended that the County purchase the equipment under the "State Contract " method, a legal form of procurement commonly used by the State of Ohio, and political subdivisions of the State of Ohio, including Cuyahoga County.

14) In the "State Contract" system of procurement, vendors have already been qualified and vetted, and submit bid prices for standard equipment, and agree to sell at the approved price to any State Agency, and any political subdivision of the State of Ohio, including Cuyahoga County, which can then procure equipment or materials at approved prices, in lieu of a competitive bidding process.

15) Plaintiff had the option to purchase the IS/IT equipment for the JJC through this State Contract process, without any competitive bid.

16) Nonetheless, in order to obtain the best price possible under the circumstances, Plaintiff asked both HP and Cisco whether they could beat their State Contract prices, to submit a quote by January 10, and be able to deliver by February. The County had a long history with both HP and Cisco. All of the County switches and routers are from Cisco, along with a large server. Cisco also runs the County's VOIP phone system (also from Cisco; HP's system is too slow to run the County's VOIP system). Cisco has been in the server business since 1994, and is one of the greatest tech success stories in American history.

17) As requested by Plaintiff, both Cisco and HP submitted prices for the JJC equipment, systems, installation and training.

18) The Plaintiff presented all of the information to the Juvenile Court and the Committee charged with the construction of the JJC. To save the County money, the Cisco quote was recommended as the preferred vendor because it was ~100,000 less than the Quote HP submitted. Everyone agreed that this was an appropriate course. Relying on this approval, Plaintiff commenced with the formal purchase process, in January 2011. At this time, the new County Charter government had taken office. The new Administration

reviewed and held numerous meetings with the Plaintiff, his team, and the Juvenile Court team, reviewing all of the information and process to that point, which was followed. Finally, after much review and some modifications, the IT purchase for Juvenile Court was approved to be put in the formal purchasing system for approval.

19) Plaintiff followed each and every approval process, rule and regulation mandated by law and by the pre-Charter and post-Charter County Administration. In addition to the steps described above, Plaintiff:

- A) through the County's Information Services Center, turned over the purchasing request to the County's Office of Procurement
- B) the Office of Procurement is charged with reviewing the request, due to the dollar amount (approximate \$518,000), and is responsible for checking the "State Contract Vendor Number" for the supplier. The Office of Procurement approved the request after performing this mandatory duty (Plaintiff did not have a duty to check the State Contract Vendor Number for Cisco or Cisco's suppliers.)
- C) The Office of Procurement then forwarded the request to the Office of the County Executive, whose Law Department then drafted the formal Legislation for review and approval by the County Council.
- D) Plaintiff attended the First Reading of the procurement Legislation at the meeting of County Council. County Council approved the procurement Legislation.
- E) The procurement Legislation was then referred to the Judicial Review Subcommittee of County Council. Plaintiff attended the meeting of the

Judicial Review Subcommittee at which the procurement Legislation was approved.

- F) The procurement Legislation, after approval by the Judicial Review Subcommittee, was then again reviewed and given final approval by County Council at a Second Reading, also attended by Plaintiff.
- G) After final approval by County Council, the County Executive had an additional 10 days to investigate, analyze and either approve or veto the procurement Legislation. The County Executive approved the procurement Legislation authorizing the County to enter into the State Contract Vendor Contract with Cisco and the Cisco suppliers.

20) In April, 2011, the County Executive hired Jeff Mowry in the newly created position of Chief Information Officer, a non—classified position reporting directly to the County Executive. The County Executive has repeatedly stated that he does not want any classified employees working in the Office of the County Executive. Mr. Mowry was hired to perform the same duties as Plaintiff, for nearly twice the salary. Mr. Mowry reports directly to the County Executive, and has none of the statutory rights of tenure of a Classified Employee, most importantly, protection against termination, reduction in pay or benefits, or any other adverse action based on politics, or without cause.

21) After learning that Cisco was awarded the JJC contract, HP's representatives became irate. HP believed it had a special relationship with Cuyahoga County, which it had developed over the years working with various tech employees of the County, other than Plaintiff. Through various channels not involving Plaintiff, HP threatened to file legal action against the County, while simultaneously claiming that the price they quoted

for the JJC contract was a "retail price" which it could improve upon. (This was a falsity; HP was aware that Plaintiff had asked it to provide a price lower than its State Contract price, for the JJC project).

22) Then, after the County had gone through the above – described formal approval process, and contracted with Cisco, HP submitted a much lower price for the JJC project. This submission was through private channels, namely its contacts at the County, and not through official channels, including the State Contract process. This unofficial new quote was not comparable to its earlier quote, and did not conform to the JJC project specifications developed by Plaintiff as the acting CIO of the County, which were approved by the ADP Board, the Office of Procurement, the County Council, and the County Executive. Specifically, the new HP offer was at a much lower price because it was quoted using much less equipment, and was not an Enterprise class design:

- a. HP is not the County standard equipment and could not meet the specifications of other County systems; the Cisco system would have given the County a single, Intel-based platform integrating all County systems, including the VOIP phone system, switching fabric and routers
- b. HP included fewer servers
- c. HP provided only half as much storage
- d. HP provided no “deduplication” software, so duplicate files would not be eliminated for backup purposes; therefore, the HP storage would fill up many times faster
- e. The HP I/O write speeds were slower

23) The Cisco equipment was duly delivered and accepted by the County, and the

packages opened by County employees, to begin the installation process. Cisco was paid. Meanwhile, HP was working to get the County to breach the contract.

24) Though it required the County to breach a valid and enforceable contract with Cisco, the County Executive and his new CIO ordered the Law Department to terminate the contract with Cisco, return the Cisco equipment, reallocate the money back and enter a new contract with HP for a lesser system for the JJC and the County as a whole. During the process the Plaintiff obtained verbal permission to build out the JJC computer framework to encompass other County systems and use floor space as an area for a new Data Center. This purchase of HP equipment was not authorized through the usual and required processes.

25) About this same time, Plaintiff had openly questioned the right of the County Executive to reduce the pay and compensation of Classified Employees in the Information Services Center, without cause, in violation of Ohio law, and the County's Personnel Policies & Procedures Manual. In 2009, the County Commissioners and the ADP Board hired The Archer Company, a HR consulting firm, to study the duties, job requirements and performance of the Classified Employees of the County's Information Services Center, including Plaintiff. Specifically, Archer Company compared the ISC staff to the ISC staff of Franklin County (Columbus), and other factors. It finished this study in 2010, and set new pay rates accordingly. Not one of the Cuyahoga County ISC Classified Employees received a pay cut as a result of this 2009 Archer Study. Nine of these employees received a raise and were reclassified by the ADP Board. All but 2 employees were recommended step increases but the ADP board chose to hold those until the new government was seated. But, two years later, the new Charter Administration

hired Archer Company to perform the same study; in fact, the same employee from Archer's Columbus office did the work. This time, all the Classified Employees in the ISC were required to work an additional five hours per week at the same pay, thus reducing their hourly wages without cause. Some received new classifications. Ohio Revised Code Section 124.01, et seq. expressly prohibits any reduction in pay or benefits of a Classified Employee without cause, as does the County Personnel Policies & Procedures Manual.

27) There was a meeting at which these pay cuts were announced to the ISC Staff. Attendees included the new County CIO Jeff Mowry, and Radine Brown. Lisa Durkin of the County Executive's new Human Resources Department presided over the meeting. Plaintiff told them he thought these pay cuts were illegal and in violation of the Civil Service law; he asked them if they had gotten an opinion from the Prosecutor's office that these actions were legal. The response was that they had "talked to an accounting firm on East Ninth Street, said it was 'fair and just.'"

28) After Plaintiff complained that the County's reductions in pay and compensation without cause were illegal, and pointed out that the County had breached its contract with Cisco, and was purchasing HP equipment for the JJC which did not meet the required technical specifications, the County Executive, County CIO, and County HR Department decided to fabricate grounds for Plaintiff's termination.

29) In June, 2011, Mr. Mowry asked the County's newly appointed Inspector General to investigate Mr. Hunter, on the following trumped-up allegations, in order to justify breaching the Cisco contract, favoring HP, and firing Plaintiff:

- a. "Cisco had only recently entered the server market." [The Truth: Cisco has been making servers since 1994].
- b. "there were concerns the County would need tech assistance to install Cisco servers." [The Truth: Tech assistance was included in the Cisco contract.]
- c. "The Cisco price was significantly higher than HP's usual prices." [The Truth: The Cisco price was over \$80,000 lower than the price HP provided Plaintiff, through formal channels, for the exact same specifications Cisco bid on.]
- d. "the State Contract ID number did not list Cisco's supplier as an approved State contractor." [The Truth: Plaintiff has no responsibility to determine vendor numbers; this was the responsibility of the Office of Procurement].
- e. "A year before the Cisco bid, Plaintiff met in Pittsburgh with the vendor providing the NetApp data storage equipment. He traveled there with Dan Weaver, and could not document who paid for his hotel and meals." [The Truth: This was a malicious and baseless accusation of corruption and graft. Dan Weaver, Plaintiff's former boss, pled guilty to providing gifts and favors to former County Auditor Frank Russo to obtain his job; Plaintiff did not know this. Weaver was fired long before Plaintiff even developed the specs for the JJC project. The FBI was watching Mr. Weaver on this Pittsburgh trip, and no crime was committed. Plaintiff was never accused of, indicted or arrested for any crime, ever. Mowry's

accusation came from the County Executive, and was guilt by association, pure and simple. The Pittsburgh trip was to determine how to save the County a vast amount of money by converting hundreds of desktop PC's into a network of monitors and keyboards using Virtual PC technology. The fact that Plaintiff's meals and hotel were not paid by the County, but by Weaver and Hunter personally, and he could not produce a receipt, was no basis to conclude he took a bribe to steer a contract to Cisco's sub-vendor].

30) The County Inspector General investigated these baseless allegations for over a year, and concluded:

- a. **there were no reasonable grounds to believe that any criminal activity occurred, or that any Federal, State, or local law, rule, regulation or policy has taken place.** But, the matter was nonetheless (allegedly) referred to an unnamed "agency with authority to further investigate for potential violations of state, federal or local laws."
- b. The Inspector General will **not** "be releasing a full report regarding this matter until the conclusion of the law enforcement investigation."
(Emphasis not in original)
- c. Cisco was an approved State Contract vendor, but the Cisco contract did not include a State Contract ID Number for DRS, the sub-vendor which actually supplied the Cisco equipment, or for the sub-vendor of the NetApp data storage products. The AIG concluded the failure to obtain these numbers for sub-vendors meant the Cisco contract was entered in

violation of Ohio Revised Code Section 307.86. However, the AIG never concluded the failure to obtain these numbers was Plaintiff's responsibility, or that Plaintiff's failure to do so violated any rule, law, regulation or policy. On the contrary, the AIG concluded Plaintiff had not violated any law, rule, regulation or policy.

31) To repeat, the AIG report was by its own terms, not a full or final report on the matter. Nor did the AIG conclude John Hunter had done anything wrong whatsoever. Hunter bore no responsibility for determining whether the State Contract ID Numbers for Cisco's was either necessary or correct; this is the responsibility of the Office of Procurement, and of the attorneys in the County Executive's Law Department, which both reviewed and approved the entire contract, and prepared the Legislation for review and approval by County Council, its Judicial Review Subcommittee (headed by yet another attorney) and the County Executive (also an attorney, and ex-FBI agent).

32) Within a few days of the AIG's preliminary report, and by deliberately misreading and ignoring its conclusions, the County Executive, his HR Department and Mr. Mowry conspired to terminate Mr. Hunter on false charges of "egregious and flagrant neglect of assigned duties," including allegedly:

- a. Failing to obtain and present competitive bid information
- b. Failure to follow State Contract requirements for approved vendors for purchase of servers
- c. Seeking authorization for approval of servers without naming vendor

- d. Failure to produce documents confirming that he paid his own out of state expenses

33) Notably, no similar charges or accusations were made against any of the dozen or so County employees or Officials, in the Office of Procurement, the Law Department, the Judicial Subcommittee of the County Council, or the Office of the County Executive, for their failure to follow State Contract requirements before Ed FitzGerald signed the Cisco contract. And, even the AIG never cited any rule, law, regulation or policy mandating that any County employee who travels out of state on County business must not only pay all their own expenses, but keep records of all such expenses.

34) Plaintiff was given so little notice of a Pre-Disciplinary Conference, at which these charges would be discussed, that it was impossible for him to obtain the documentation in the County's possession with which to defend himself. At the conference were Mr. Mowry (the new CIO who had ordered the AIG investigation), and Radine Brown and Lisa Durkin from HR, the same three County Officials confronted with his complaint that their reductions of the hourly wages of the Classified Employees in the ISC, including Plaintiff, were illegal.

35) Plaintiff was then summarily terminated from his position as Manager, Network Engineering, by a letter containing false, malicious and reckless accusations and conclusions about Plaintiff, and containing gratuitous, unnecessary, self – promoting proclamations of the "CIO's vigilance" without which Plaintiff's claimed "gross negligence" would have "cost the taxpayers of Cuyahoga County an additional \$246,492." Perhaps more amazingly, the author, the County's Director of Human

Resources, and Employment Counsel, herself an attorney, maliciously and recklessly concluded "the evidence set forth in the Inspector General's report supports the charges that you exercised gross negligence for failing to follow procurement procedures and the Ohio Revised Code regarding purchases in excess of \$25,000.00." The AIG report, which was a preliminary report, contained no such evidence, and **no such conclusion**, even after a full year's investigation.

36) Terminating Plaintiff was motivated by the following illegal factors. It:

- a. eliminated a rival for Mowry's job,
- b. eliminated embarrassing questions about why the County had two Chief Information Officers, one (Mr. Mowry) paid twice as much as the other
- c. eliminated an employee who dared question the legality of the reductions in pay and compensation of Classified Employees, without cause
- d. eliminated the employee who questioned the performance and sufficiency of the HP equipment purchased for the JJC, and breach of contract with Cisco (the Cisco and NetApp equipment specified by Plaintiff have since been purchased by the County)
- e. made Plaintiff the scapegoat for the new Administration's approval of the Cisco contract without first properly determining State Contract ID numbers for Cisco's sub – vendors (to repeat, Cisco was an approved State Contract vendor), which was not Plaintiff's responsibility. This was the responsibility of the new Administration's Office of Procurement, the Law Department, the Judicial Review Subcommittee, and even the County Council, which twice reviewed the contract before approving it.

f. provided the County Executive an opportunity for widespread political publicity by announcing he had investigated and terminated yet another allegedly “corrupt” employee from the former Dimora/Russo Administration after allegedly catching him in the act of steering contracts to an outside vendor in return for gifts or kickbacks.

37) Plaintiff was never, and has never sought to be, a public figure, or to be at the center of any public controversy, issue or incident.

38) Maliciously, recklessly, without mandate, requirement or privilege to do so, and for political self-aggrandizement, the County Executive, individually, and/or by and through his staff, or his HR Department, or his Chief Information Officer, supplied news media outlets with the internal and confidential report of the AIG concerning John Hunter, and the letter terminating him based upon false and malicious conclusions, and upon information and belief, provided additional false, malicious and deliberately misleading and defamatory statements and accusations about Plaintiff to the media.

39) Defendant The Plain Dealer, maliciously, wantonly and with reckless disregard for the truth, in order to boost ever-dwindling circulation numbers with yet more news about the “corruption scandal,” published malicious, defamatory, deliberately false, and accusatory statements about Plaintiff John Hunter personally, and placed him in a false light, and commended Ed FitzGerald for his continuing cleanup of “reprobates.” Those malicious, false and defamatory statements, which were published in the daily print edition, and online through www.cleveland.com, where they are now permanently published, include the following:

- a. Mr. Hunter's conduct raises the question whether [his] malfeasance is genetic.
- b. Mr. Hunter is accused of misconduct for violating state law because he approved a purchase of equipment in excess of \$25,000. His misconduct is being reviewed by a law enforcement agency.
- c. Mr. Hunter signed off on a no-bid deal. Mr. Hunter bought the servers.
- d. Mr. Hunter's malfeasance and misconduct in the purchase of servers nearly cost the taxpayers \$236,493. Mr. Hunter's malfeasance and misconduct did cost the taxpayers \$10,000.
- e. Mr. Hunter "learned nothing" from the Federal investigations and convictions of his former bosses Frank Russo and Dan Weaver. He met with the sub-contractor for the data storage devices in Pittsburgh, and could not prove he paid for his own travel (ergo, the subcontractor paid his way and he is a criminal, just like Russo and Dimora).
- f. Mr. Hunter is a reprobate, who was rooted out by County Executive Ed FitzGerald as part of his continuing cleanup.

40) "Reprobate" is defined as a person who is "unprincipled...totally bad; corrupt; depraved," and in theological terms a "person damned; a lost soul."

41) The County's termination of Plaintiff, and the subsequent widespread print and (permanent) internet publication of defamatory libel and slander by the County Executive and the Plain Dealer have permanently destroyed his personal and professional reputation, caused him humiliation, embarrassment, and irreparable and permanent financial, emotional and mental distress.

COUNT I

(Statutory Violations –O.R.C. Sections 124.14 & 124.34)

41) Plaintiff reincorporates as if fully rewritten herein each and every allegation of this Complaint, and further states that the Defendant County has violated the plain mandate of O.R.C. Section 124.34 that no classified employee “shall be reduced in **pay or position**, fined, suspended, or removed, **or have the officer's or employee's longevity reduced or eliminated**” without statutory cause. (emphasis added).

42) Further, the Defendant County's termination of Plaintiff was motivated by politics, in violation of Ohio Revised Code Section 124.14.

43) Further, the Defendant County's termination of Plaintiff without cause violates the County's Personnel Policies & Procedures Manual, which prohibits any reduction, demotion or termination of a Classified Employee without cause.

44) As a direct and proximate result of the County's aforescribed violations, and termination of Plaintiff, Plaintiff has suffered damages including loss of pay, compensation, title, position, benefits and pension, past, present and future.

WHEREFORE, Plaintiff prays for judgment against the Defendant Cuyahoga County, for full, fair and just compensation in accordance with all existing law, for all damages directly and proximately flowing from the Defendant County's aforescribed violations, including, but not limited to:

- a. Reinstatement of Plaintiff to his prior job classification, pay, compensation, wages, salary, and benefits including, but not limited to,

longevity, accrued vacation pay, and retirement and pension benefits, or in the alternative, an award of future damages for these losses.

- b. All lost back pay, compensation, wages, salary, and benefits including, but not limited to, longevity, accrued vacation pay, and retirement and pension benefits.
- c. All financial harm reasonably foreseeable by Defendant at the time it carried out its adverse employment actions.
- d. Compensation for all emotional and mental distress and anxiety, which was the natural and foreseeable result of Defendant's conduct.
- e. Attorney's fees, and all costs and expenses of litigation.
- f. All such further relief at law, or in equity, that is fair, just and equitable.

COUNT II

(Retaliatory Discharge in Violation of Public Policy)

45) Plaintiff reincorporates as if fully rewritten herein each and every allegation of this Complaint, and further states that the Defendant County terminated him in retaliation for complaining about, questioning and objecting to the County's reduction of pay and compensation of ISC employees, in violation of Ohio law and in violation of the County's own Personnel Policies & Procedures Manual.

46) The Defendant County's retaliatory termination of Plaintiff was a wrongful discharge in violation of Ohio Public Policy, and was a direct and proximate cause of damage to Plaintiff including termination, loss of pay, compensation, title, position, benefits and pension.

WHEREFORE, Plaintiff prays for judgment against the Defendant Cuyahoga County, for full, fair and just compensation in accordance with all existing law, for all damages directly and proximately flowing from the Defendant County's aforescribed violations, including, but not limited to:

- a. Reinstatement of Plaintiff to his prior job classification, pay, compensation, wages, salary, and benefits including, but not limited to, longevity, accrued vacation pay, and retirement and pension benefits, or in the alternative, an award of future damages for these losses.
- b. All lost back pay, compensation, wages, salary, and benefits including, but not limited to, longevity, accrued vacation pay, and retirement and pension benefits.
- c. All financial harm reasonably foreseeable by Defendant at the time it carried out its adverse employment actions.
- d. Compensation for all emotional and mental distress and anxiety, which was the natural and foreseeable result of Defendant's conduct.
- e. Attorney's fees, and all costs and expenses of litigation.
- f. All such further relief at law, or in equity, that is fair, just and equitable.

COUNT III

(Defamation)

47) Plaintiff reincorporate as if fully rewritten herein each and every allegation of this Complaint, and further state that the Defendants Cuyahoga County and Plain Dealer Publishing Co., without qualification, privilege or defense, did maliciously, intentionally,

and with reckless disregard for the truth, publish and disseminate false and defamatory statements about him personally, and his entire genetic lineage.

48) Such statements were defamatory per se, and per quod.

49) Defendants' publication continues to this day, because the statements are permanently available online, and available in seconds. However, such statements should have been retracted long ago, as Plaintiff was never investigated by any law enforcement agency, and no charges or claims have ever been brought against him.

50) As a direct and proximate result of such libel and slander, being branded as corrupt, under criminal investigation, genetically incapable of honesty, depraved, and a reprobate, Plaintiff has suffered serious, permanent and irreversible harm, including widespread public humiliation, loss of his personal and business reputation, inability to find work to support his family, and financial, mental and emotional distress, past, present and future.

WHEREFORE, Plaintiff prays for judgment against the Defendants Cuyahoga County and Plain Dealer Publishing, jointly and severally, for full, fair and just compensation, in accordance with all existing law, for all damages directly and proximately flowing from the Defendant County's aforescribed violations, including, but not limited to:

- a. All lost back and future pay, compensation, wages, salary, and benefits including, but not limited to, longevity, accrued vacation pay, and retirement and pension benefits.
- b. All financial harm, past, present and future, reasonably foreseeable by Defendants at the time of their actions.


- c. Compensation for all emotional and mental distress and anxiety which was the natural and foreseeable result of Defendant's conduct.
- d. Attorney's fees, and all costs and expenses of litigation.
- e. All such further relief at law, or in equity, that is fair, just and equitable.

In addition, because the Defendants' conduct was willful, wanton, reckless and malicious, Plaintiff seeks punitive damages against Defendant Plain Dealer Publishing Company, in an amount to be determined at trial, along with an award of all reasonable and necessary attorneys fees, and costs, expense and fees of litigation.

JURY DEMAND

Plaintiff hereby demands a trial by a jury composed of the maximum number of jurors allowed by law, on all issues so triable.

Respectfully submitted,



KEVIN T. ROBERTS (0037479)

The Roberts Law Firm
7987 Columbia Road, 2nd Floor
Olmsted Falls, Ohio 44138
(440) 793-6255
Fax: (440) 793-6256
ktr@kevinrobertslaw.com
Attorney for Plaintiff